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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

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| In the Matter of |) | |
| |) | |
| Amendment of Section 73.202(b) |) | MM Docket No. 96-10 |
| Table of Allotments |) | RM-8738 |
| FM Broadcast Stations |) | RM-8799 |
| (Farmersville, Blue Ridge, |) | RM-8800 |
| Bridgeport, Eastland, |) | RM-8801 |
| Flower Mound, Greenville, |) | |
| Henderson, Jacksboro, Mineola, |) | |
| Mt. Enterprise, Sherman and |) | |
| Tatum, Texas, and |) | |
| Ada, Ardmore and Comanche, |) | |
| Oklahoma) |) | |

To: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

REQUEST TO WITHDRAW
"COMMENTS OF COMANCHE RADIO, L.L.C."

Comanche Radio, L.L.C., licensee of Station KDDQ(FM), Comanche, Oklahoma ("Comanche"), by its counsel, hereby respectfully requests withdrawal of the "Comments of Comanche Radio, L.L.C." filed on May 24, 1996, in the above-captioned proceeding. In its Comments, Comanche indicated that it had recently filed an application for an increase in facilities to Class C2 and therefore opposed a downgrade in its class of channel.

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Since that date, Comanche and Hunt Broadcasting, Inc., licensee of Station KIKM(FM), Sherman, Texas, have engaged in discussions designed to adequately reimburse Comanche for its change in channel and relinquishment of a potential Class C2 facility. Comanche has reached an agreement with Hunt Broadcasting, Inc. whereby it is now willing to accept a change in channel to Channel 246A and transmitter site in exchange for adequate reimbursement. Station KDDQ currently operates as a 3 kW facility and can actually increase its current coverage by operating on Channel 246A as a 6 kW facility. A copy of the agreement, with financial information redacted, is attached. In addition, a principal of the licensee has signed a statement confirming that it agrees to downgrade the channel and relocate the site for Channel 246A.

Accordingly, Comanche desires to withdraw its objection to the change to Channel 246A at a new transmitter site and to support the proposal of Hunt Broadcasting, Inc. and the other parties in this proceeding. Comanche will maintain its application for a Class C2 on file until the Commission's decision to allot Channel 246A to Comanche is final. Should the Commission issue a permit for Channel 245C2 prior to the resolution of this proceeding, Comanche will apply to downgrade the channel in accordance with the

rulemaking decision in this case.

Respectfully submitted,

Comanche Radio, L.L.C.


By Jeffrey D. Southmayd
Its Counsel

Southmayd & Miller
1220 19th Street, N.W.
Suite 400
Washington, D.C. 20036

Dated:

CONSENT AGREEMENT

This Agreement is made and entered into this 10th day of July, 1996, by and between Hunt Broadcasting, Inc., licensee of Station KIKM(FM), Sherman, Texas ("KIKM"), and Comanche Radio, L.L.C., licensee of Station KDDQ(FM), Comanche, Oklahoma ("KDDQ").

WHEREAS, KIKM filed a rulemaking proposal with the Federal Communications Commission ("FCC") on April 5, 1996, to change the channels allotted for Stations KIKM and KDDQ; and

WHEREAS, KIKM intends to upgrade its class of channel to Channel 244C at a specific transmitter site and community of license; and

WHEREAS, KDDQ was previously granted an upgrade to Channel 245C2 but is currently operating as a Class A station on Channel 244A with 3 kW; and

WHEREAS, KDDQ is willing to change its channel from Channel 245C2 to Channel 246A, operate with 6 kW and relocate its transmitter site, if necessary;

NOW THEREFORE, in consideration of the mutual agreement of the parties contained herein, KIKM and KDDQ agree as follows:

1. KIKM will file reply comments for submission to the FCC with written consent from Comanche Radio, L.L.C., as the existing licensee to the requested changes to KDDQ's license.

2. In consideration for KDDQ's agreement to the requested changes, KIKM will pay to KDDQ the sum of Dollars () within ten (10) days after a rulemaking order granting the request becomes final, i.e., no longer subject to administrative or judicial review under applicable law. The payment by KIKM will cover, inter alia, the reimbursable costs related to KDDQ having to change frequency, transmitter site, including engineering and legal fees, necessary equipment purchases and promotional costs. This payment will be secured through the purchase of an irrevocable letter of credit in the amount of \$ drawn upon Bank One, Texas, N.A., with the Southmayd & Miller Escrow Account as the beneficiary.

3. Each party agrees that it will interpose no objection to the request of the other party to change channel, class and/or community of license consistent with the other party's proposal. In addition, KDDQ agrees to forebear from instituting any action, civil or criminal, against Hunt Broadcasting, Inc., its principals, consultants, counsel, or other individuals connected with Hunt Broadcasting, Inc., related to any action involving KDDQ and Harold Cochran.

4. In the event that the FCC does not grant the requested changes by KIKM but does grant some lesser improvement which requires KDDQ to change channels, KIKM will have the option (a) to withdraw its rulemaking proposal and terminate this Agreement without liability to KDDQ or (b) to remain responsible for the payment of \$ provided for herein within 10 days after such lesser improvement becomes final.

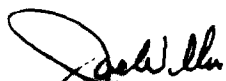
5. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Agreement contains the entire agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement shall be enforceable by specific performance.

8. This Agreement may be signed in counterparts.

WHEREFORE, the parties hereto have caused this Agreement to be signed and executed by their proper corporate officers.



Joe Willis

Manager

Comanche Radio, L.L.C.

Janice Hunt

President

Hunt Broadcasting, Inc.

Joe Willis
Manager
Comanche Radio, L.L.C.

A handwritten signature in dark ink, appearing to read "Janice A. Hunt", written over a horizontal line.

Janice Hunt
President
Hunt Broadcasting, Inc.

DECLARATION OF COMANCHE RADIO, L.L.C.

Comanche, Oklahoma

I hereby agree to have Station KDDQ's channel changed to Channel 246A at Comanche, Oklahoma. Station KDDQ currently operates as a 3 kW facility on Channel 244A and has filed an application to increase to Class C2 on Channel 245. That application will be withdrawn upon approval of this request if still pending at that time. If a permit has been issued, I will apply to downgrade the station at a new transmitter site. By moving to Channel 246A, KDDQ can increase to a full 6 kW power. I understand that this statement may be used in a filing at the Federal Communications Commission and I hereby authorize its use for that purpose.

I verify that this statement is true, complete and correct to the best of my knowledge and belief and is made in good faith.

A handwritten signature in dark ink, appearing to read "Joe Willis", is written over a horizontal line.

Joe Willis

Manager

Comanche Radio, L.L.C.

CERTIFICATE OF SERVICE

I, Jeffrey D. Southmayd, an attorney in the law firm of Southmayd & Miller, do certify that I have this 18th day of July, 1996, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "REQUEST TO WITHDRAW 'COMMENTS OF COMANCHE RADIO, L.L.C.'" to the following:

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Chief, Allocations Branch
Mass Media Bureau
Federal Communications Commission
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* Pamela Blumenthal
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Anne Goodwin Crump
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(Counsel to Galen Gilbert)

* HAND DELIVERED

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Duncanville, TX 75137
KVMX(FM)

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Ada, OK 74820
KADA-FM

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KGRI-FM

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Pennok Communications, Inc.
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Ted Haynes dba Community Broadcasting Network
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KBOC(FM)

Harold Cochran
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Kingston, OK 73439
KDDQ(FM)

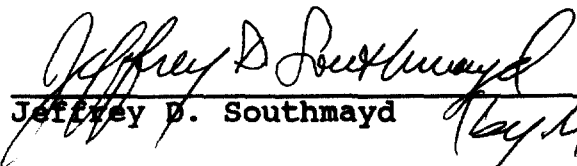
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Jeffrey D. Southmayd 